

## The effect of a Bill exhibited in Parliament by Sir Francis Englefield Barronet.

**A** *Nithony* the now Viscount *Montague* purposing irrecoverably to settle his estate, doth in the year 1611. covenant with the Lord *Dormer* his vncle, Sir *Francis Englefield* his brother in law, and Sir *John Dormer* Knight, to stand seised of the greatest part of his lands to himselfe for life, the remainder to his onely sonne *Fran. Browne*, with diuers remainders ouer to the next heire male of his house; and for the residue of his lands he doth by bargain, sale, deed enrouled, and recovery, absolutely conuey them to the said Couenantees and their heires, vpon trust neuertheless expressed in the said deed that they would therewith within 10 yeares pay all his then debts contained in a shedule annexed, amounting neare to 7000 £: and within 20 yeares raise the summe of 20000 £. payable in mariage portions for all his six daughters, of which he appointeth to *Maria* 10000 £. to *Katherine* 4000 £. to *Frances* 2000 £. to *Jane* 2000 £. and 1000 £ a peece to his other two daughters; and vpon further trust (these debts & mariage portions paid) that these Feoffees would with the remain of the lands vsfold prouide for all his yonger sonnes, and for want of yonger sonnes to reassure the same remaine on the next heire male of his house; The Viscount thereby likewise lastly couenanteeth not to stir, alter nor incumber this his estate so firmly settled, and giueth to these three Feoffees a recognisance of 20000 £. defeazanced for his performance of the said couenant, which cancelled he acknowledged to them a statute of 20000 £. intended to haue been defeazanced as the said recognisance was.

The lands so conueyed to these Feoffees, they do quietly enioy 4 yeares, in which time (with the sale of very little part) they doe pay most of these debts and *Katherine*s 4000 £ mariage portion. Then by *Maries* mariage with *William* Lord *St. Iohn* sonne to the Marques of *Winton*, her 10000 £ portion did likewise grow due, the whole interest of which is by the ioynt deed of the Viscount, the Lord *St. Iohn* and his Lady, made ouer to the Marques, who by articles agreed before mariage was to receiue the same, and in lieu thereof to make his said sonnes wife a ioynture of 1200 £ a yeare; of this assignement made, the Lord *St. Iohn* and his Lady do by their ioynt letters written the 28. Nouemb. 1613. to these Feoffees, giue them notice, who accordingly do make agreement with the Marques to pay the same at 3 equall payments in the 3 Easter termes 1615, 1616, and 1617.

The Lady *St. Iohn* who hitherto had liued in good amitie with her husband, through ill counsell now leaueth his house and company, and being put in hope to obtain both this 10000 £ mariage portion and this ioynture of 1200 £ a yeare, she first by a petition to his Maiestie procureth these payments to the Marques to be inhibited, and then viz. 12 Febr. 1616. exhibieth a Bill in Chancery against Sir *Francis Englefield* in the name of her selfe and her husband, pretending that the interest of this 10000 £ mariage portion did then rest in her husband, with whom she saith she had made an agreement to receiue 9000 £ thereof for her sustentation and maintenance, which with damages for detaining the same from her, she requireth of the defendant. In Easter Terme 1617. the Lo. *St. Iohn* hauing notice of this his wifes fraudulent bill exhibited in his name without his priuities; and conceiuing the same to be done purposely to wrong his father and himselfe, he therefore 12. May. 1617. by his counsell in the open Court of Chancery disclaimeeth this his wifes bill, and denieth to haue made with her any agreement whereby she might challenge any part of this mariage portion; notwithstanding which disclaime resting vpon record, she procureth this 9000 £ for her sustentation and maintenance, together with 2500 £ more 5. Iun. 1617. to be decreed vnto her, which Sir *Fra. Englefield* knowing not to be warranted by the trust, refused to pay, and was for the same committed to the prison of the Fleet, from whence he could not be discharged vntill after nine moneths imprisonment he had paid to the said Ladie *St. Iohn* all the moneys then in his hands, by reason of this trust being 10000 £.

Vpon this fraudulent and disclaimeed Bill many orders haue been made, amongst which 11. Iun. 1618. it was vpon this Ladies motion ordered, that if Sir *Fra. Englefield* should not forthwith account for these trust moneys, and assigne ouer the said trusts to Sir *George Moore*, Sir *Iohn VValter*, and *M. Tho. Spencer*, he should againe be committed; and a Fine of 500 £ is set on his head; which Sir *Fra. Englefield* conceiuing to be no breach of the trust, he therefore by his petition resting vpon Record, proffered the same, & tendered performance thereof accordingly, as shall appeare testified vnder the hands of the Lord Chancellour himselfe and two of the Masters of the Court; yet as if he had refused to assigne or account, is he againe vpon this order (without any warrant for his commitment) violently drawne to the prison of the Fleet, where he continued full 21 months more; and the said Lady *St. Iohn* hauing by meanes of false suggestions made to his Maiestie, procured a grant of this 500 £ pound fine, iudgement is giuen against Sir *Francis Englefield* contrary to law for this 500 £, which forthwith is leuiued out of his goods and paid vnto her.

The lands subiect to this trust being by the strongest assurance of the Law so conueyed to these three Feoffees, and no power thereby left in the Viscount to stir or alter the same, neuertheless in May 1615. he exhibieth a bill in Chancery against the said Feoffees, pretending thereby that they had broken this trust, as also that they desired to be disburdened from the same, and therefore praid that by the authoritie of the Court they might be enioyned to assigne this trust to such other new Feoffees as he should nominate. In answer to which bill, the Defendants doe on their oath denie to haue broken or neglected this trust, or that euer they desired to be freed from the same; it was neuertheless 16. Iuly. 1617. vpon the Viscounts motion (with our prooffe of witnesse or hearing the Defendants counsell) ordered, that the possession of these lands shall be taken from the Defendants and deliuered to Sir *Geo. Moore*, Sir *Io. VValter*, and *M. Tho. Spencer*, whom the Viscount did then nominate as new Feoffees to execute this trust, vnto whom likewise he procureth by a writ dated the 18 of Iuly, and directed to the Shiriffe of *Suffex* the possession of the said lands trusted to be deliuered, and the said new Feoffees by vertue thereof haue euer since taken the whole profits of the said lands, and thereby raised at least 16000 £.

The Lady *St. Iohn* fearing now the lands trusted were taken from the first Feoffees to lose the benefit of her aforesaid decree, by which she was to receiue out of the same the summe of 11500 £, procureth by foure feuerall orders made in the moneths of December 1617, and April, May and Iune following, the Viscount and his said new Feoffees to be inioyned with the whole meane profits of these lands, first to make her satisfaction, then the residue of the Viscounts daughters their mariage portions vnpaid, and lastly to imploy the remaine according to the direction of the said trust, in contempt of which orders the Lady *St. Iohn* perceiuing her father and his aforesaid new Feoffees to conuert the whole profits of the lands trusted to their owne priuate, she threatneth to complaine of the wrong done her; her father therefore to giue her satisfaction proffereth her 600 £ a yeare out of the same vntill her mony were paid, which she the better to be assured of to receiue, procureth to be ordered vnto her by the Court.

But this 600 £ a yeare not long contenting the Lady *St. Iohn*, she requireth her mony decreed vnto her, in lieu of which the Viscount is well pleased that she haue the Mannor of *Northey* and diuers houses in *Saint Marie Oueries* being both better worth to be sold then 20000 £, yet this to be vnto her but in part of her satisfaction; so he and his new Feoffees might enioy the residue and not be questioned for the meane profits of the said lands which so vniuittly they had detained, and this trust might be destroyed: which proffer the Lady *St. Iohn*s accepting, it is resolved a decree must be gotten to inforce Sir *Francis Englefield* and Sir *Iohn Dormer* thereunto, in whom the sole interest of the said lands after the death of the Lord *Dormer* did rest; but how to procure this decree to destroy this trust (which the Viscount by his bill seemed desirous should subsist) and to crosse not onely the Viscounts bill vpon which it was made, but the aforesaid decree made vpon the Lady *St. Iohn*s bill and all former orders and proceedings in Court vpon these bills, was holden a matter impossible to procure; neuertheless by the meanes of great bribes giuen and more promised by the Viscount (which bribes are confessed in Parliament) this Decree is made, bearing date the 23 of Iune 1618.

The Lord Chancellor who made this Decree, well knowing the same by the ancient practise of the Court (as hauing no ground) to be void in it selfe, would therefore (notwithstanding the aforesaid bribes) so long as heate (which was neare three yeares after) neuer suffer any execution of this Decree, yet to giue the Viscount some content, it was vpon his motion made the 20 of May 1620. ordered, that if Sir *Francis Englefield* did not by the second Returne of the next Terme giue vnto the Viscount an account of these trust moneys, a Fine of 1000 £ was imposed on him: which account (though neuer demanded by the Viscount) Sir *Fra. Englefield* in the Viscounts absence againe proffereth to his chiefe Counsellor and only Solicitor of this cause, yet neuertheless, as if he had disobeyed this order, he is by meanes of the Viscounts bribes yet fresh in memory by an order of the 5. of Iuly 1620. censured to haue forfeited this Fine, and a *Scire facias* is accordingly awarded against him, to shew cause why this 1000 £ Fine should not be leuiued out of his goods; to which writ, by reason of the vncertainie, the Defendants could not pleade, and therefore did demurre to the insufficiencie of the said writ.